

March 12, 2024

To Whom It May concern

Re – Civil Action No. 2:23-cv-01586-KKE

Please see my son's answer to this legal claim below. Please file his response as court appearance.

Thank you.



Olga Plotnikova

Mother



MAR 18 2024

AT SEATTLE  
CLERK U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

BY

DEPUTY

Forwarded message -----

From: MZ [REDACTED]

Date: Monday, March 11, 2024

Subject: legal stuff

To: Olga Plotnikova <oplotnikova@gmail.com>

1. I have never signed or agreed to the "Rec Room Terms of Service". I have not consented to the venue in Seattle, Washington. I have not consented to the jurisdiction in Seattle, Washington.
  2. I did not "make" or "sell" the alleged "hack software".
  3. "HWID spoofing software" was not "designed to circumvent Rec Room's technological protections". The alleged software was never marketed to circumvent these protections. The alleged software was designed with the sole purpose of anonymizing the user's device against malicious actors. The alleged software would function the same regardless of whether RRI's software and "Rec Room's technological protections" were installed on the user's system or not.
  4. "broad suite of hacks" mentioned in the screenshot ("Modded RRO Lobby", "UGC Stats Change", "Copy Rooms", and "Copy Inventions"), I had never made or sold. There is no evidence of this allegation.
  5. The alleged "Neptunium Mobile Mod" was not a "... modified version of Rec Room's client software for mobile platforms".
  6. The alleged "Elysium Client" was not a "... modified version of Rec Room's client software for personal computers". There is no evidence of this allegation.
  7. I have not made or sold any other alleged "hacks".
  8. I did not offer software or service that "... alters the HWID of a computer". There is no evidence of this allegation.
  9. I did not use the alleged software to "... alter his own HWID". There is no evidence of this allegation.
  10. I did not use the alleged software to evade my multiple bans.
  11. My "hacks" did not "damage the value of Rec Room to its players". As per SteamDB metrics and graphs, the active concurrent players rose whenever there was hack-related activity, and then fell when said activity stopped. On information and belief, this same trend continued on their other platforms.
  12. I am not responsible for any damage incurred by users of my "hacks". I advocated for my software to only be used when permissible, offline, or on self-hosted/private servers. I am not responsible for the actions of others. This statement was given to all of my consumers. I am not responsible for "unauthorized alteration to Rec Room's copyrighted content" as I have not altered any of Rec Room's copyrighted content. There is no evidence that I have altered Rec Room's copyrighted work.
  13. I had never used the "hacks" to "circumvent the measures that allow Rec Room to ensure that its - and only its - authorized content appears in the Rec Center". I have never made or sold software capable of doing such. There is no evidence of this allegation.
  14. The "giant Nazi flag" displayed in the allegations, was created by someone else and I had no involvement with what is displayed in that image. There is no evidence of me being responsible for what's displayed in the image in this allegation.
  15. "... In May 2023, M.Z. used the Hacks to crash the game for other users, including Rec Room staff members", this is entirely false. I did not "crash the game for other users". My software did not have such capability, nor did any software which I may have used. There is no evidence of this allegation.
  16. "M.Z. has used and continues to use compromised credentials ... to play Rec Room". This allegation is entirely false. I have never knowingly used compromised credentials to play Rec Room. There is no evidence of this allegation.
  17. "... M.Z. continues to distribute and sell hacks on Telegram and Signal". This allegation is entirely false. In the aforementioned Discord server "Ape Shop", I had transferred the ownership to another user and had disengaged from that server and its leadership. There is no evidence of my involvement after the ownership transfer.
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1. Regarding "Breach of Contract" and "Fraud in the Inducement". I have never signed or agreed to any contract implied by RRI's beliefs. Their software did not require agreement to their terms of service to be installed or used. I have not agreed to any modifications they have made to their terms of service. There is no evidence that I have signed or agreed to this contract.
- 
1. Regarding alleged "Copyright Infringement". The alleged "software" does not require Rec Room's copyrighted code, and functions the same on any other program.
  2. I have never inserted a "Nazi flag" in their Rec Center. There is no evidence of this allegation.
  3. I am not responsible for what users do with my software. Any unauthorized derivative works users of my software create I am not responsible for. I do not modify their "game clients".
  4. My code does not "hijack" specific pieces of Rec Room's code.
  5. My software does not override any "core components" of Rec Room client software. There is no evidence of this allegation.
  6. My software does not create unauthorized copies of Rec Room's servers or services. There is no evidence of this allegation.

7. My software does not generate an unauthorized version of the Maker Pen overlay in any room instance. There is no evidence of this allegation.
8. My software did not allow users to access the restricted "Maker Pen" feature in Rec Room's rooms.
9. The alleged "Copyright Infringement" was not knowing and willful.
10. The alleged "Copyright Infringement" was not for commercial gain.

1. Regarding alleged "Circumvention of Technological Measures". I do not manufacture, import, offer to the public, provide, or otherwise traffic in "hack software". The alleged software's sole purpose is not to "breach Rec Room's technological protection measures". There is no evidence of this allegation.
2. I do not manufacture, import, offer to the public, provide, or otherwise traffic in "hack software" which includes functionality intended solely to alter the HWID of a person's computer and remove anti-cheat tracing information to allow banned players to create a new Rec Room Account. Such software was never created, and there is no evidence of this allegation.
3. I have not circumvented any "anti-hack mitigation technology". There is no evidence of this allegation.
4. I have never stated, marketed, or included these as "features" within my software.
1. Regarding alleged "Tortious Interference with Contractual Relations". I am not responsible for what others do with my software. I explicitly stated it was only for use where permitted such as within private servers where Rec Room's Terms of Service often do not apply.

**COMMERCIAL INVOICE / CN23 FACTURE COMMERCIALE / CN23**

Sender / Expéditeur  
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Langley BC V2Z 1M5  
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Address / Destinataire  
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700 STEWART ST STE 2310  
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Quantity Quantité	Description of Contents Description du contenu	HS Tariff Code Code tarif SH	Country of Origin Pays d'origine	Net Weight (kg) Poids net (kg)	Total Value Valeur totale
1	LEGAL DOCUMENTS <i>B/C</i>		CA	0.025	0.01
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MAR 18 2024  
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From/De: OLGA PLOTNIKOVA  
22357 47A Ave  
Langley BC V2Z 1M5  
Canada

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700 STEWART ST STE 2310  
SEATTLE WA 98101  
UNITED STATES

By: DEPUTY  
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